



**Health Services**  
LOS ANGELES COUNTY

October 7, 2008

Los Angeles County  
Board of Supervisors

**Gloria Molina**  
First District

**Yvonne B. Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING AGREEMENT  
BETWEEN THE COUNTY OF LOS ANGELES AND THE AMERICAN  
CANCER SOCIETY  
(SUIPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**John F. Schunhoff, Ph.D.**  
Interim Director

**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

**SUBJECT:**

To request Board approval for a Memorandum of Understanding Agreement between the County of Los Angeles and the American Cancer Society.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Interim Director of the Department of Health Services (DHS), or his designee, to execute a Memorandum of Understanding (MOU) Agreement with the American Cancer Society (ACS) to implement a Patient Navigator Program (Program), allowing ACS to provide cancer related information, resource and referral services to cancer patients and their families at the DHS Harbor-UCLA Medical Center (H-UCLA), for a period of two years, effective from the date of Board approval, at no net County cost.
2. Delegate authority to the Interim Director of DHS, or his designee, to execute an extension of the MOU Agreement at no net County cost for up to two years, following the approval of County Counsel and notification to the Board.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Interim Director, to enter into MOU, substantially similar to Exhibit I, under which ACS will establish a Program at H-UCLA to assist cancer patients and their families.

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: 213-240-8101  
Fax: 213-481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education*



[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

Delegated authority to extend the no cost MOU will expedite the extension of this invaluable resource for cancer patients at H-UCLA.

**Implementation of Strategic Plan Goals**

This action supports Goal 1 of the County's Strategic Plan Goal of Service Excellence to cancer patients and their families by promoting best practices for patient care.

**FISCAL IMPACT/FINANCING:**

There is no net County Cost. The ACS received funding from AstraZeneca Pharmaceuticals, LP for the development and implementation of the Program site at H-UCLA. The ACS will provide one-full time qualified staff member to provide services without charge to the County. H-UCLA will provide office space and office equipment to be used for the purpose of providing cancer patient referral services as stated in the MOU. No new County personnel will be hired for the program.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The ACS is a nationwide community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer and diminishing suffering from cancer, through research, education, advocacy and service.

The ACS Program is designed to provide cancer patients and families with personalized and reliable cancer information, resource referral, and timely follow-up. The goal is to assist with the delivery of timely information on available programs and services for patients undergoing cancer treatment, thereby improving quality of life for this patient population. The ACS has placed an emphasis on targeting medically underserved patients, further maximizing the impact of their program.

The ACS Program will provide cancer-related referral services at H-UCLA for up to 40 hours per week. The services will be provided as a result of patient self-referral or referral by a physician, nurse practitioner, registered nurse, social worker, or nutritional staff. The services offered through the ACS Program are consistent with the stated mission and objectives of H-UCLA.

The MOU will become effective for a two-year period from the date of Board approval and may be terminated for convenience by either party upon 60 days advance written notice. Since this is a non-financial agreement which mutually benefits both organizations, the parties have agreed to mutual indemnification. The Chief Executive Office Risk Management Branch and County Counsel concur with this approach. At the end of the two years, if non-County funding is available to fully offset the cost of the ACS Program and the parties mutually agree to continue the Program, the MOU

The Honorable Board of Supervisors  
October 7, 2008  
Page 3

may be extended for an additional term of up to two years under delegated authority, following approval by County Counsel. Your Board will be notified if the MOU is extended.

County Counsel has reviewed and approved Exhibit I as to form.

**CONTRACTING PROCESS:**

Not Applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Board approval of the recommended action will enhance services to cancer patients at H-UCLA.

Upon approval, DHS requires three signed copies of the Board's action.

Respectfully submitted,



John F. Schunhoff, Ph.D.  
Interim Director

JFS:jc

Attachment

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

American Cancer Society BL  
08-11-08-at



**MEMORANDUM OF UNDERSTANDING AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE AMERICAN CANCER SOCIETY  
FOR THE PATIENT NAVIGATOR PROGRAM**

**PROVIDE CANCER-RELATED INFORMATION, RESOURCE  
AND  
REFERRAL SERVICE FOR CANCER PATIENTS**

**October 2008**

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**MEMORANDUM OF UNDERSTANDING AGREEMENT**  
**AMERICAN CANCER SOCIETY PATIENT NAVIGATOR PROGRAM**

THIS NAVIGATOR ON-SITE PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the AMERICAN CANCER SOCIETY, CALIFORNIA DIVISION, INC., a California non-profit corporation with its principal office located at 1710 Webster St., Oakland, CA 94619 (hereinafter referred to as the "Division"), and Department of Health Service, a Los Angeles County, ~~California corporation, with its principal office located at 313 N. Figueroa Street, Los Angeles, CA~~ 90012 (hereinafter referred to as "Collaborator").

**WHEREAS**, Division is a community-based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives, and diminishing suffering from cancer, through research, education, advocacy, and service; and

**WHEREAS**, Collaborator is a health care provider that provides cancer care services to its patients; and

**WHEREAS**, Division and Collaborator hold a common interest and commitment to providing educational support for cancer patients and their families; and

**WHEREAS**, Division provides cancer-related educational, resource and referral services through the "ACS Patient Navigator Program" at certain sites located within healthcare facilities throughout the United States ("Patient Navigator Sites"); and

**WHEREAS**, Division has received funding support for the ACS Patient Navigator Program from AstraZeneca Pharmaceuticals, LP (hereinafter referred to as the ("Sponsorship") for the development and operation of a Patient Navigator Site on Collaborator's premises; and

**WHEREAS**, Division and Collaborator wish to provide patient access to the ACS Patient Navigator Program for cancer-related information, resource and referral services.

**NOW, THEREFORE**, in light of the foregoing and in consideration of the mutual undertakings and the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Agreement: This Agreement shall be a limited service agreement with those services provided by the parties only as described herein. Representatives of Collaborator and Division will meet on a mutually-agreed basis to ensure the appropriate administration of the Agreement.

2. Responsibilities of Division. Division will provide the following services for patients registered at Collaborator's healthcare facility:

(A) ACS Patient Navigators. Division will employ and train patient navigators (the "ACS Patient Navigators") to respond to requests from Collaborator's patients with cancer-related concerns for usual and customary ACS Patient Navigator Program services. The ACS Patient Navigators will primarily be responsible for assisting cancer patients and their families by providing cancer-related information, resource and referral needs and documenting the services provided pursuant to this Agreement. ACS Patient Navigators will provide services to all cancer patients requesting cancer-related information or resource referral assistance, regardless of where that person is treated.

(B) Program Integrity and Training. Division shall establish policies, procedures and standards as it deems necessary to execute the ACS Patient Navigator Program and shall reserve the right to modify said policies, procedures and standards in any manner necessary to accomplish the goals of the Division and the ACS Patient Navigator Program, provided that such modification does not conflict with the terms of this Agreement. ACS Patient Navigators shall be employees of Division, who shall be solely responsible for the supervision and direction of such employees and the payment of all salary, benefits, payroll taxes and other amounts of programs required by law. Division will train ACS

Patient Navigators through its orientation for new staff and a comprehensive Patient Navigator Training Program. Both parties understand and agree that Division is not a provider of medical services and shall in no event be responsible for the dissemination of medical or other advice or services to patients.

(c) Additional Responsibilities of Division. Additional responsibilities of Division are set forth on Page 15 attached hereto and incorporated herein.

3. Responsibilities of Collaborator. Collaborator will provide the following services for the ACS Patient Navigators assigned to provide educational services.

(a) Referral Resources. Collaborator and Division will cooperate to provide appropriate resources for referrals as set forth in this Agreement to be provided by the ACS Patient Navigators with regard to patient requests for general assistance, including, but not limited to, wayfinding, internet resources, books and periodicals, information about services and support groups, supplies, material and equipment. ACS Patient Navigators will not make any referrals to any medical provider except to refer patients back to their treating physician as needed to address patient questions.

(b) Facilities and Logistics. Collaborator will make its premises and appropriate physical facilities available to the ACS Patient Navigators during agreed upon times in order to conduct programs in an accessible, comfortable and quiet environment that allows appropriate confidentiality for patients. Further, Collaborator will provide to ACS Patient Navigators the stipulated resources, supplies, and utility access as set forth on Page 14 attached hereto and incorporated herein

(c) Facility Orientation and Safety Training. Collaborator shall provide ACS Patient Navigators with orientation and safety training similar to what is provided to Collaborator's staff.

(d) Additional Responsibilities of Collaborator. Additional responsibilities of Collaborator are set forth on Page 14 attached hereto and incorporated herein.



(e) Signage. Collaborator acknowledges that in consideration of the Sponsorship, Division has agreed to provide signage at the Patient Navigator Site that recognizes the Sponsorship. The parties will mutually agree upon the size and display format of any such signage.

(f) Promotion of Sponsorship. Collaborator agrees to work with the Division to create procedures to promote the Sponsorship that are acceptable to the Collaborator, and consistent with Collaborator's policies and procedures, but allow Division to meet its obligations with respect to the Sponsorship.

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#### **4. Compliance and Confidentiality.**

A. Compliance. Each party covenants that all of its activities pursuant to this Agreement shall comply with all applicable laws, rules and regulations. Each party shall be responsible for obtaining all licenses, permits and approvals, if any, which are necessary for the performance of its duties hereunder. Division shall comply with Collaborator's applicable hospital bylaws, policies and other directives made known to it by Collaborator.

B. Confidentiality. (x) Except as set forth in Section (y) below, Division and Collaborator acknowledge and agree that all data and information gathered from the ACS Patient Navigator Program not otherwise known to the public shall be confidential and proprietary and shall not be disclosed to third persons (other than to affiliates, officers, directors, employees and agents of the Division and Collaborator, each of whom is bound by this provision), except (i) at the written direction of the other party; (ii) to the extent necessary to comply with law or a valid order of a court of competent jurisdiction, in which event the party shall notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of the information; (iii) as part of the party's normal reporting or review procedures to its parent company, its auditors and its attorneys who agree to be bound by this provision; (iv) in order to enforce any rights pursuant to this

Agreement; (v) in order to comply with the provisions of any related agreements or copyright licensing requirements; (vi) to obtain appropriate insurance, provided the insurance company agrees in writing to be bound by this provision; and (vii) to obtain financing, provided any person or entity providing financing agrees in writing to be bound by this provision. Each party shall assure that its staff and volunteers understand that all information regarding ACS Patient Navigator Program participants is confidential information. (y) Division and Collaborator understand that all information regarding patients in the ACS Patient Navigator Program, including the fact that an individual was or is a patient at the Collaborator's health care facility, is confidential information and will not disclose any such information without the express, written permission of the patient. Division may collect patient information with written permission of the patient. Division and ACS Patient Navigators agree to observe all laws, regulations and the Collaborator's policies regarding confidentiality of patient information. Division will not disclose to Collaborator any information gathered from individuals who are not patients of Collaborator. Collaborator shall provide Division with information on requirements to be in compliance under HIPAA.

5. **Non-Exclusivity.** This Agreement is not exclusive and Division may supply ACS Patient Navigator Program services to other health care facilities or organizations without restriction as to number, location or application, and Collaborator waives any conflict of interest that may arise by virtue of same. Collaborator may enter into other arrangements with entities for the provision of similar services to Collaborator's patients, provided that with respect to the provision of cancer patient navigation services, such arrangements do not impact the roles and responsibilities of Division while carrying out the services hereunder. The parties agree that they will discuss and coordinate the provision of cancer navigation services by other entities prior to Collaborator entering into such arrangements.

6. **Independent Contractors.** The services of the ACS Patient Navigators provided by Division pursuant to this Agreement shall be those of an independent contractor. It is not intended that an employer-employee relationship, joint venture, or partnership be established hereby, either expressly or by implication. It is understood that Division shall be responsible for directing all employees and volunteer activities within the program and shall have the final authority and discretion on the selection, performance and termination decisions resting with any staff or volunteers.

7. **Agency.** Neither Collaborator nor Division shall have any right, power or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. Furthermore, Collaborator shall neither state nor imply, directly or indirectly, that it or its activities are supported, endorsed or sponsored by Division and, upon direction of Division, shall issue express disclaimers to that effect.

8. **Intellectual Property.** (a) American Cancer Society, Inc. ("ACS/NHO") is the owner of all ACS trademarks, trade names, service marks and all related materials, content and intellectual property ("ACS Intellectual Property"). Division has a valid sublicensable license from ACS/NHO to use the ACS Intellectual Property and sublicense the ACS Intellectual Property. Subject to the terms and conditions of this Agreement, Division hereby grants Collaborator a limited, non-exclusive, non-transferable, non-assignable, revocable, royalty free right and license to use the ACS Intellectual Property solely in connection with the promotion of the ACS Patient Navigator Program for the Term of this Agreement. All rights and licenses of any kind in the ACS Intellectual Property not expressly granted in this Agreement are exclusively reserved to Division and ACS/NHO. Collaborator acknowledges ACS/NHO's exclusive right, title and interest in the ACS Intellectual Property. Collaborator represents and warrants that it will not use or allow others to use ACS Intellectual Property without prior written approval of Division. Any such use of ACS Intellectual Property by Collaborator must adhere to the logo policy and standards for the ACS Intellectual Property, including the graphic standards set forth at <http://www.brandwizard.net/acs/Login/login.asp>, and Collaborator agrees that

such standards will not be altered or modified in any way when used by Collaborator other than as may be mutually agreed upon in writing by the parties hereto. No ACS Intellectual Property shall be used in a manner that would imply or infer that Collaborator has any affiliation with ACS/NHO or Division other than as provided in this Agreement or that ACS/NHO or Division has sanctioned, approved, or is involved in any other activity, campaign, or promotion of Collaborator other than that specified in this Agreement. Upon termination or expiration of this Agreement, Collaborator shall cease any and all use of the ACS Intellectual Property and shall return any ACS Intellectual Property in its possession.

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(b) In order to protect each party's logo, reputation, and established good-will, neither party shall use the name, business or trade name, trademarks, or service marks of the other party, unless specifically agreed to, in any materials, promotional, advertising or otherwise, without the prior express written consent of the party owning the names or marks. Specifically, Collaborator must obtain written approval from Division prior to each and every use of the ACS Intellectual Property. All materials produced in connection with the Patient Navigator Program shall acknowledge that the ACS Cancer Resource Center is a "service of the American Cancer Society." Each party agrees that any publicity or advertising a party may release in which the other party is identified in connection with this Agreement shall be in accordance with the terms of this Agreement and with any guidelines which such party has furnished in connection with this Agreement. Copies of all materials shall be forwarded promptly to the other party for approval prior to public release.

(c) Division Approvals. Collaborator shall submit all materials that use the ACS Intellectual Property to Pam Willis at the Division address set forth in Section 12 for approval. Division shall have at least five (5) business days from the date of receipt to review and approve all use of ACS Intellectual Property. A fax or e-mail shall be deemed a "writing" for purposes of such approval.

**9. Indemnification.** The parties will cooperate with each other in good faith in effecting the purposes of this Agreement and will cooperate in any defense should there be a claim by a third party relating to this Agreement. In addition, each party agrees to indemnify ("Indemnifying Party") and hold

harmless the other party ("Indemnified Party"), its elected officials, employees, agents, affiliates, officers and directors from any and all claims, liability, damages, losses and expenses which may be asserted against them for (a) a negligent act or omission relating to the performance of a duty hereunder by the Indemnifying Party, its employees, agents, affiliates, officers and directors, (b) a breach of this Agreement, and (c) any infringement of trademark, copyright or similar intellectual property rights. In the event of a third party claim, action or assertion of liability, the Indemnified Party shall: (i) promptly notify the Indemnifying Party of such event, or threats thereof, or proceeding relating thereto; (ii) provide the Indemnifying Party with reasonable assistance (at the Indemnifying Party's expense) to respond to such claims; and (iii) allow the Indemnifying Party to assume control subject to the approval of the Indemnified Party over the defense and settlement of such claims or actions.

10. **Term/Termination.** The term of this Agreement shall be for two (2) years commencing on the date this Agreement is executed by both parties. Within sixty (60) days prior to the end of the Term, both parties will meet to discuss the possibility of extending the Patient Navigator Site on Collaborator's premises. The parties recognize that the Sponsorship for the Patient Navigator Site on Collaborator's premises provides funding for the initial two (2) year Term only. Accordingly, the parties will mutually agree in writing to amend this Agreement or otherwise enter into a new agreement to accurately reflect the parties understanding of the funding resources available for the Patient Navigator Site after the expiration of the initial Term. Notwithstanding the foregoing, either party may terminate this Agreement at any time with or without cause by providing sixty (60) days prior written notice of termination to the other party.

11. **Non-Solicitation.** With respect to competition, during the term of this Agreement and for a period of two (2) years thereafter, Collaborator agrees not to solicit or approach for employment, either directly or indirectly, ACS Patient Navigators or other Division personnel involved in the performance of this Agreement, whether or not employed directly by Division, without written permission from Division. If Collaborator is in breach of this provision, it shall pay Division by way of

agreed upon damages and not as a penalty, an amount equal to such person's wages or salary paid for the twelve (12) month period prior to such breach.

**12. Notice.** All notices given under this Agreement shall be in writing and shall be addressed to the parties at their respective addresses set forth below:

If to Division:

American Cancer Society,  
California Division, Inc.  
3333 Wilshire Blvd., Suite 900  
Los Angeles, CA 90010  
Attn: Pam Willis  
FAX No.: 213-380-6286

If to Collaborator:

Collaborator  
DHS/Harbor-UCLA Medical Center  
1000 W. Carson Street, Box 1  
Torrance, CA 90509  
Attn: Dawn Flores  
FAX No.: 310-328-9624

Either party may change its address or its facsimile number for purposes of this Agreement by giving the other party written notice of its new address or facsimile number. Any such notice, if given or made by registered mail, shall be deemed to have been received on the earlier of the date actually received or the date fifteen (15) calendar days after the same was posted (and in proving such it shall be sufficient to prove that the envelope containing the same was properly addressed and posted) and, if given by facsimile transmission, shall be deemed to have been received at the time of dispatch, unless such date of deemed receipt is not a business day, in which case the date of deemed receipt shall be the next such succeeding business day.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof, and the laws of that state shall govern all of the rights, remedies, liabilities, powers and duties of the parties under this Agreement and of any arbitrator or mediator to whom any matter hereunder may be submitted for resolution by the parties hereto.

14. **No Inference.** No provision of this Agreement shall be interpreted against any party solely because the party or its legal representatives drafted the provision.

15. **No Assignment.** Collaborator may not assign this Agreement unless such assignment is approved in advance in writing by Division.

16. **No Waiver.** None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

17. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

18. **Entire Agreement/Counterparts.** This Agreement together with the Addendum hereto regarding Division's rights and obligations as a Business Associate as defined therein (and any attachments referred to herein or therein) supersedes all prior agreements and understandings, written or oral, and represents the entire understanding between Division and Collaborator and shall not be modified except in writing duly executed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**19. Tobacco Affiliations.**

(a) "Tobacco Company" means any company that manufactures tobacco products and is commonly considered to be part of the tobacco industry, including subsidiaries and parent companies, and companies under common control with such company, as well as philanthropic foundations and other organizations closely linked with the tobacco industry.

(b) Collaborator represents and warrants that Collaborator (i) does not own 5% or more of a Tobacco Company; and (ii) is not 5% or more owned by a Tobacco Company.

(c) Collaborator will adhere to Division's no smoking policy when on Division premises.

**20. Insurance/Self Insurance.** Prior to commencing activity under this agreement, both parties shall obtain, and thereafter maintain, the following programs of insurance, as specified. Commercial coverage shall be provided by insurance carriers with a minimum A rating by A.M. Best, and each party shall be named on the other party's general liability insurance as an additional insured. Each party agrees that such insurance policies shall not be canceled without providing the other with at least thirty (30) days written notice.

Both the Division and the Collaborator shall provide:

**A. General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million



- B. **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California and for which each party is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

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The Division also shall provide:

**Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident to cover those vehicles the Collaborator must use, if any, to provide the contracted service.

The Collaborator also shall provide:

- C. **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act with limits of not less than \$1 million per claim and \$2 million aggregate.

Alternatively, Collaborator, at its sole option, may provide self insurance to comply with the above-specified insurance requirements. Upon request, Collaborator will provide to ACS/NHO Risk Management Director a copy of a Certificate of Insurance or Self-Insurance evidencing such insurance on or before ten (10) days following an execution of this Agreement.

21. **Survival.** Section 4(b) (Confidentiality), Section 8 (Use of Names/Trademarks/ Tradenames), Section 9 (Indemnification) Section 13 (Governing Law/Dispute Resolution), Section 17 (Severability) & Section 20 (Insurance) shall survive the termination or the expiration of this Agreement.

22. **Injunctive Relief.** Collaborator recognizes and agrees that the covenants regarding confidentiality and the use of ACS Intellectual Property are reasonably necessary to protect the Division's legitimate interests and also is reasonable with respect to Collaborator's interests. Collaborator agrees that Division may, in addition to other remedies, enjoin Collaborator's violation of the covenants contained in this Agreement.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties have caused this Agreement to be duly executed and entered into this Agreement as of the date and year written below.

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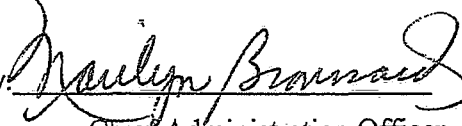
COLLABORATOR  
CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

AMERICAN CANCER SOCIETY,  
DIVISION, INC.

By:  \_\_\_\_\_

Title: Chief Administration Officer

Date: September 10, 2008

American Cancer Society Patient Navigator Program  
Host Facility Provided Resources

1. The facility must provide a self-contained room with adequate space for a minimum of one full-time, Division employee and an environment that is conducive to the operations of the ACS Patient Navigator Program.
2. The space provided for the ACS Patient Navigator Program must be handicapped accessible and in compliance with the Americans with Disabilities Act.
3. The location of the ACS Patient Navigator Program should have good visibility within the host facility.
4. Access to meeting rooms at the host facility should be made available for education programs and training sessions.
5. The host facility should ensure that the assigned computer meets safety and security requirements and provides antivirus protection, firewalls, etc.
6. The host facility will provide adequate storage for ACS Patient Navigator Program materials and equipment.
7. The ACS Patient Navigator Program space will have a sign clearly identifying it as a service of the American Cancer Society (with ACS logo) and the host facility.
8. The ACS Patient Navigator Program should be listed in the host facility's directory.
9. The ACS Patient Navigator Program space should meet the minimum dimensions of 10" x 12".
10. The host facility will provide (check all that apply): ( X ) a computer, ( X ) a printer, ( X ) Internet access, ( X ) telephone, ( X ) long distancing capabilities, ( ) answering machine, ( X ) voicemail, ( X ) VCR, ( ) DVD, ( X ) TV, ( X ) furnishings and ( ) literature racks.
11. Parking for Division staff will be provided by the host facility.
12. The host facility shall allow ACS Patient Navigators to use business cards to identify themselves as American Cancer society staff. These business cards can be distributed to patients, caregivers, and healthcare providers.
13. The host facility shall provide a computer on-site for patients to access internet educational sites, including www.cancer.org. The computer shall be used by patients to search for health care information.
14. The host facility, upon its approval, shall allow ACS to display ACS collateral material and posters in approved pre-designated display cases.

**Liaisons:**

The host site liaison for the Collaborator will be: \_\_\_\_\_.

The host site liaison for the Division will be: \_\_\_\_\_.

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## **DIVISION'S OBLIGATIONS**

**FACILITY REQUIREMENTS**

1. Employee Identification: County shall provide all Contractor staff assigned to this Agreement with a photo identification badge in accordance with County specifications. Contractor's identification badge may also be wear with County issued badge. Contractor staff, while on duty or when entering H/UCLA or its grounds, shall prominently display the photo identification badge on the upper part of the body.

Contractor shall notify the County within one business day when staff is terminated from working on this Agreement. County is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Agreement.

If County requests the removal of Contractor's staff, County is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Agreement.

2. Contractor Personnel Qualifications: Contractor personnel providing services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

3. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

4. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

- a) received a physical examination, including a chest X-ray or tuberculin skin test, and
- b) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

5. Background and Security Investigations: Any time prior to or during term of this Agreement, the County may require that all Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance, provided that any such method shall fully comply with all applicable state and federal laws. The fees associated with obtaining the

background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

County may request that Contractor's staff be immediately removed from working on the County may immediately deny or terminate facility access to Contractor's staff that do not pass such investigation(s) or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

6. Record Retention and Inspection/Audit Settlement: The Contractor shall maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**CONTRACTOR'S EEO CERTIFICATION**

American Cancer Society, CA Division, Inc.  
Contractor Name  
1710 Webster Street, Oakland, CA 94612  
Address  
94-1170350  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Marilyn Broussard, Chief Administration Officer  
Authorized Official's Printed Name and Title  
Marilyn Broussard  
Authorized Official's Signature  
9/10/08  
Date



**AGREEMENT FOR  
THE AMERICAN CANCER SOCIETY**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

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**THE AMERICAN CANCER SOCIETY**  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name The American Cancer Society Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**THE AMERICAN CANCER SOCIETY CONTRACTOR NON-EMPLOYEE AGREEMENT**  
**FOR ACKNOWLEDGEMENT,**  
**CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to Information Technology Agreements only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

**AMERICAN CANCER SOCIETY**  
**CONTRACTOR NAME**

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for direction of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name: The American Cancer Society Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

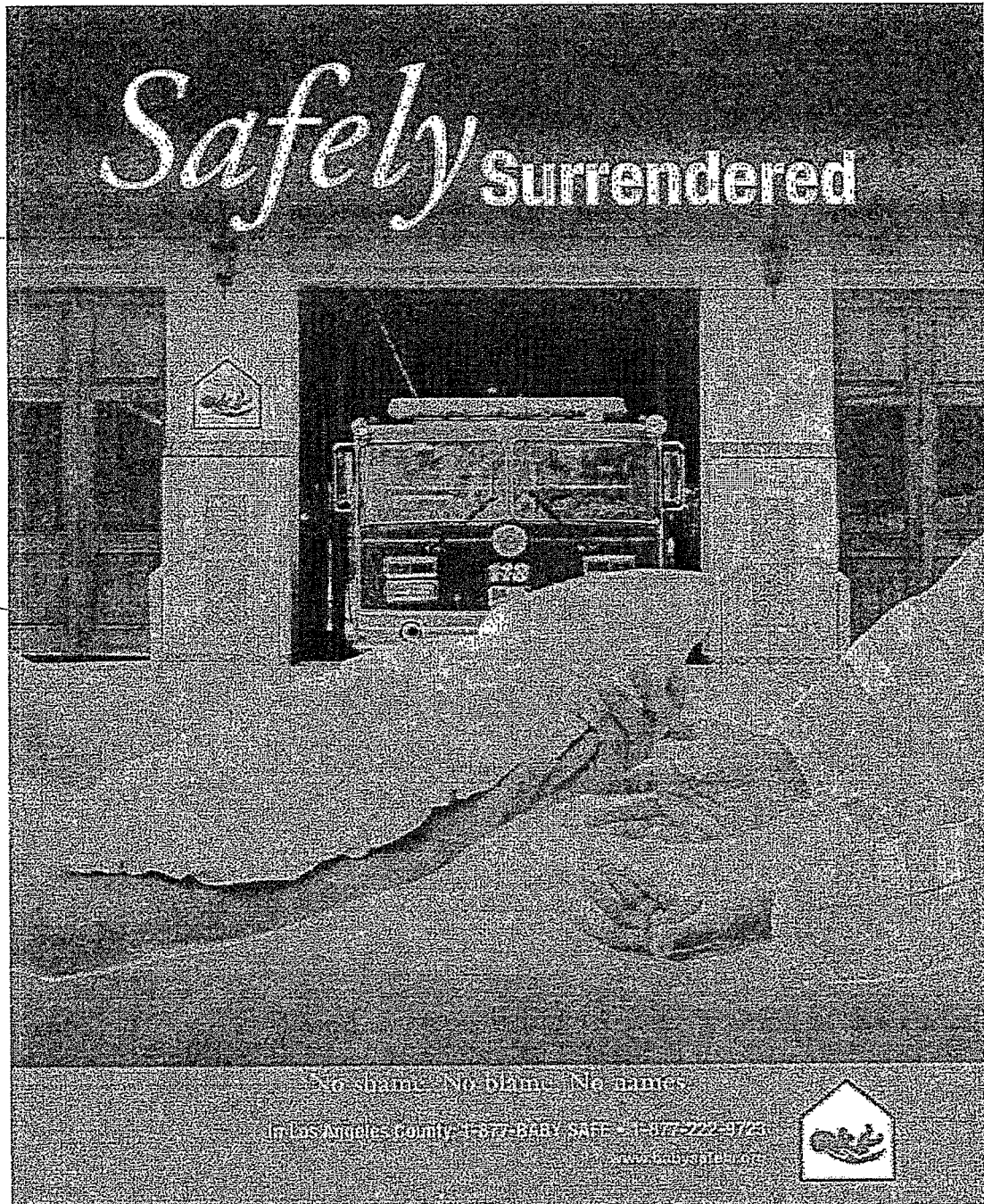
I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## SAFELY SURRENDERED BABY LAW



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1-877-BABYSAFE 1-877-222-9772

[www.babysafela.com](http://www.babysafela.com)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

*Sin pena. Sin culpa. Sin nombres*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9703

[www.baby-safe.org](http://www.baby-safe.org)



[illegible]

sopresario di sopresalle

¿Que es la ley de entropía de

# OLD FATHERS

¿Cómo funciona?

estudiada en California.

[illegible]



**CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH  
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

American Cancer Society, California Division, Inc., Business Associate

This Addendum to the Memorandum of Understanding (Agreement) is entered into effective this \_\_\_\_ day of \_\_\_\_, 2008 ("Effective Date"), by and between County of Los Angeles Department of Health Services ("Covered Entity"), and American Cancer Society, California Division, Inc., a ("Business Associate").

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

**DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in ~~45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.~~ Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## OBLIGATIONS OF BUSINESS ASSOCIATE

### 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services in accordance with the terms of the Memorandum of Understanding between the parties of even date herewith, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

### 2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

### 2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple ST.  
Suite 525  
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

~~2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.~~

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

*[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities: However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]*

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

## OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

## TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to a another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date stated above.

Business Associate:

Print Name: Marilyn Broussard

Sign: 

Title: Chief Administration Officer

Dated: September 10, 2008

CLIENT:

COUNTY OF LOS ANGELES,  
DEPARTMENT OF HEALTH SERVICES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## CHARITABLE CONTRIBUTIONS CERTIFICATE

American Cancer Society, CA Division, Inc.  
Company Name  
1710 Webster Street, Oakland, CA 94612  
Address  
94-1170350  
Internal Revenue Service Employer Identification Number  
CT-001960  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Agreement, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Marilyn Broussard  
Signature

9/10/08  
Date

Marilyn Broussard, Chief Administration Officer  
Name and Title of Signer (please print)